

**Automatic Identification Technology (AIT)**

**Industry Engagement Process**

**Rules of Engagement**

**(Mandatory Forms for Participant)**

**File No. W6381-180019/B**



An overriding principle of the Industry Engagement is that it be conducted with the utmost fairness and equity between all parties. No one person or organization shall receive nor be perceived to have received any unusual or unfair advantage over the others.

All Crown documentation provided throughout the Industry Engagement process (“Consultative Process”), which begins with the Industry Engagement session and concludes when an official RFP is published on Buyandsell.gc.ca, will be provided to all participants who have agreed to and signed the Rules of Engagement (“Participant”).

The Consultative Process will consist Virtual One-on-one Sessions, and any other processes deemed necessary by the Contracting Authority.

In order to maximize the benefits of the Consultative Process, Canada will endeavor to solicit comments from Participants on various issues raised.

Any solutions, ideas or issues raised during the One-on-One sessions will be first analyzed for further consideration by Canada;

An agenda with discussion topics and any available supporting documentation will be provided to Participants in advance of any Virtual One-on-One Sessions;

Canada will not disclose proprietary or commercially-sensitive information concerning a Participant to other Participants or third parties, except and only to the extent required by law.



## TERMS AND CONDITIONS

The following terms and conditions apply to the Consultative Process. In order to encourage open dialogue, Participants agree to the following:

1. Discuss their views concerning the AIT requirement and to provide positive resolutions to the issues in question. Everyone shall have equal opportunity to share their ideas and suggestions.
2. Allow Canada to record and/or make notes during the one-on-one sessions, should clarification of information be required;
3. All enquiries with regard to the procurement of the AIT requirement are to be directed to the Contracting Authority. Any communication to unauthorized representatives of Canada may be subject to full disclosure by Canada on Buyandsell.gc.ca;
4. Canada is not obligated to issue any Request for Proposal (RFP), or to negotiate any Contract for the AIT requirement;
5. If Canada does release a RFP, the terms and conditions of the RFP shall be subject to Canada's absolute discretion;
6. Canada will not reimburse any person or entity for any cost incurred in participating in this Industry Consultative Process;
7. Participation is not a mandatory requirement. Not participating in this Consultative Process will not preclude a bidder from submitting a proposal;
8. Failure to agree to and to sign the Rules of Engagement will result in the exclusion from participation in the one-on-one meetings and review of the Final Draft RFP; and
9. A dispute resolution process to manage impasses throughout this Consultative Process shall be adhered to as follows:
  - 9.1. By informal discussion and good faith negotiation, each of the parties shall make all reasonable efforts to resolve any dispute, controversy or claim arising out of or in any way connected to this Industry Engagement.
  - 9.2. Any dispute between parties of any nature arising out of or in connection with this Industry Engagement shall be resolved by the following process:
    - a. Any such dispute shall first be referred to the Participant's Representative and the PWGSC Manager managing the Industry Engagement. The parties will have three (3) business days in which to resolve the dispute;
    - b. In the event the representatives of the parties specified in Article 9.2a above are unable to resolve the dispute, it shall be referred to the Participant's Project Director and the PWGSC Senior Director of the Division responsible to manage the Industry Engagement. The parties will have three (3) business days to resolve the dispute;

- c. In the event the representatives of the Parties specified in Article 9.2b above are unable to resolve the dispute, it shall be referred to the Participant's President and the PWGSC Director General, who will have three (3) business days to resolve the dispute.
- d. In the event the representatives of the Parties specified in Article 9.2c above are unable to resolve the dispute, it shall be referred to the Participant's Chief Executive Officer and the PWGSC Assistant Deputy Minister, Acquisitions Branch, who will have five (5) business days to resolve the dispute; and
- e. In the event the representatives of the Parties specified in Article 9.2d above are unable to resolve the dispute, the Contracting Authority shall within five (5) business days render a written decision which shall include a detailed description of the dispute and the reasons supporting the Contracting Authority's decision. The Contracting Authority shall deliver a signed copy thereof to the Participant.

By signing this document, the individual represents that he/she has full authority to bind the supplier listed below and that the individual and the supplier agrees to be bound by all the terms and conditions contained herein.

Name of Supplier:

Name of Individual:

Telephone:

E-mail:

Signature:

Date:

**IMPORTANT: SUPPLIERS INTERESTED IN PARTICIPATING IN THE AUTOMATIC IDENTIFICATION TECHNOLOGY INDUSTRY ENGAGEMENT MUST AGREE UPON AND SIGN THIS MANDATORY FORM.**

**ONCE AGREED UPON AND SIGNED, THE TERMS AND CONDITIONS OF THIS ENGAGEMENT REPLACE ANY EXISTING RULES OF ENGAGEMENT PREVIOUSLY AGREED TO IN RELATION TO THIS PROCUREMENT, AND TERMINATE THE NON-DISCLOSURE AGREEMENT SIGNED WITH THE PREVIOUS RULES OF ENGAGEMENT.**

RECEIPT OF THIS SIGNED FORM VIA E-MAIL TO [TPSGC.PADGATIA-APPBAIT.PWGSC@TPSGC-PWGSC.GC.CA](mailto:TPSGC.PADGATIA-APPBAIT.PWGSC@TPSGC-PWGSC.GC.CA) IS ACCEPTED.